

AGREEMENT

Between

UNITED STEEL, PAPER and FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL and SERVICE WORKERS INTERNATIONAL  
UNION, AFL-CIO, CLC

and its

Local 1426

And

THE TOWNSHIP OF EDISON

January 1, 2011 to December 31, 2014

TABLE OF CONTENTS

#	ARTICLE NAME	PAGE #'S
I.	PREAMBLE	1
II	RECOGNITION	1
III	DUES CHECK OFF	2
IV	UNION SECURITY	3
V	SALARY	4
VI	WORKING HOURS	5
VII	OVERTIME	6
VIII	GRIEVANCE PROCEDURE	7
IX	DISCIPLINE	8
X.	HEALTH INSURANCE/MALPRACTICE	9
XI	HOLIDAYS	13
XII	PERSONAL DAYS	13
XIII	VACATIONS	14
XIV	SICK LEAVE	18
XV	JURY DUTY	20
XVI	UNPAID LEAVE	21
XVII	BEREAVEMENT LEAVE	22
XVIII	DISABILITY LEAVE	23

XIX	WORKER'S COMPENSATION	24
XX	LONGEVITY SCHEDULE FOR PERMANENT FULL-TIME EMPLOYEES	25
XXI	RETIREMENT	26
XXII	UNIFORMS, PROFESSIONAL LICENSES & TUITION REIMBURSEMENT	27
XXIII	CAR ALLOWANCE	28
XXIV	AUTHORIZED REPRESENTATIVE	28
XXV	NON-DISCRIMINATION	29
XXVI	SENIORITY	30
XXVII	MILITARY LEAVE	32
XXVIII	POSTING OF BARGAINING UNIT POSITION	33
XXIX	EMPLOYER RIGHTS	35
XXX	UNION CONFERENCE DAYS	36
XXXI	DURATION OF CONTRACT	37
	SIGNATURE PAGE	38

ARTICLE I

PREAMBLE

This Agreement is entered into this *1<sup>ST</sup>* day of *JANUARY*, 2011, between the Township of Edison, hereinafter referred to as the "Township" and the Registered Professional Nurses, hereinafter referred to as the "Public Health Nurses" or "Employee" and "United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, and its Local 1426," hereinafter referred to as the Union.

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ARTICLE II

RECOGNITION

The Township recognizes the Union as the sole and exclusive collective bargaining agent for all Public Nurses employed by the Township except confidential employees, supervisors and managerial executives.

ARTICLE III

DUES CHECK OFF

The Township shall be and are hereby authorized and directed to deduct from the pay of each employee who furnished a written authorization for such deduction per authorization card. The amount of monthly Union dues may be certified to the employer and the Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made. Deduction of the Union dues shall be remitted by the Township to the attention of Secretary Treasurer, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, MSC-410663, PO Box 415000, Nashville, TN 37241-5000, for the calendar month for which such deductions were made. Checks should be made payable to USW International Union with the USW Local 1426 noted in the memo area.

ARTICLE IV

UNION SECURITY

The Township agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues with the following provisions supplementing Dues Check Off of current contract agreement.

Any employee in the bargaining unit on the effective date of their Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment with the Unit, and any employee previously employed within the Unit who does not join within ten (10) days of re-entry into employment within the Unit shall, as a condition of employment, pay a Representation Fee to the Union by automatic payroll deduction. The Representation Fee shall be in an amount not to exceed eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the Representation Fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the Representation Fee shall continue beyond the termination date of this Agreement so long as the Union remains in the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Township. The Township shall be indemnified from any damages or losses incurred as a result of the above language.

ARTICLE V

SALARY

A) The Public Health Nurses shall have their salary increased for the term of the contract as follows:

2011 –zero increase to base pay

2012 -2.0% to the base pay

2013 -2.0 % to the base pay

2014 -2.0% to the base pay

B) The starting salary for Public Health Nurses shall be \$43,220.00

C) Senior Public Health Nurse- a one time adjustment of \$5,000.00 will be given, in addition to the annual increases pursuant to the negotiated yearly rate.



ARTICLE VI

WORKING HOURS

A. The regularly scheduled working hours for the Public Health Nurses shall consist of 35 hours weekly with one (1) hour for lunch (unpaid), Monday through Friday. Work performed on Saturday will be paid at time and half. Work performed on Sunday will be paid at double time. The overtime can be taken in pay or compensatory time at the discretion of the Director of Health. If permitted, compensatory time must be taken within sixty (60) working days of the date of the overtime occurrence.

B. There shall be a flexible work schedule with starting and ending times from 8:00 a.m. to 8:00 p.m.

C. In the event that a public health emergency is declared, the Mayor, his designee or Director of Health may institute a mandatory recall of the Public Health Nurses. Any employee subject to the mandatory recall shall be paid a minimum of four (4) hours at time and one half.

D. All requests for time off, including but limited to Jury Duty, but excluding Sick time will be submitted to the Supervisor and Department Director in writing.

ARTICLE VII

OVERTIME

Overtime will be defined as any hour, or portion thereof, worked by personnel over and above 35 paid hours in a week. Overtime compensation will be as follows: The Public Health Nurses working 35 hours will receive time and one-half for periods of time required by the Employer in excess of 35 paid hours.

Subject to the dictates of the Fair Labor Standards Act, compensatory time may be selected in lieu of overtime payment.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Definition of Grievance: A grievance is a dispute or a complaint arising between an employee and the Township including a claimed breach, misinterpretation, or improper application of the terms of this contract expressed herein.

B. Procedure

Step 1.

Within seven (7) days of the occurrence of a grievance, an employee may, either alone or accompanied by an authorized Union representative, present the grievance informally to the immediate supervisor. The supervisor shall either conclude a mutually satisfactory solution to the grievance within 48 hours of the time that it is first presented, or failing in that, shall within that time, advise the employee of the failure to do so.

Step 2.

If the grievance is not resolved at Step 1, or if no answer is received from the supervisor within the time limit, the employee may appeal the grievance to Step 2 by putting the grievance in writing and signed by the grievant and the Union Representative submit it to the Director of the Department of Health, Welfare, and Human Resources. The Director of the Department shall either conclude a mutually satisfactory solution to the grievance within five (5)

working days time of the time that it is first presented, or failing in that, shall within the time, advise the employee of the failure to do so.

Step 3.

If the grievance is not resolved at Step 2, or if no answer is received from the Director of the Department within the time limit, the employee may appeal the grievance to Step 3 by forwarding the grievance to the Township Administrator or designee of Mayor. The Administrator or designee of Mayor shall reply to the grievance not later than ten (10) working days upon receiving same. If within fourteen (14) days of the hearing, a mutually satisfactory solution is not attained, the employee may file with the Public Employees Relations Commission for grievance arbitration. An arbitrator shall be chosen who is acceptable to both parties. The cost of arbitrator shall be borne equally by both parties. Any other expenses incurred shall be paid by the party incurring same. The decision shall be in writing with reasons there. Time extensions may be mutually agreed to by the Employer and the Union. The Employer reserves the right to use the grievance procedure with equal access.

Procedures

1. The parties direct the arbitrator to decide as a preliminary question whether he had jurisdiction to hear and decide the matter in dispute. Only one grievance at a time may be submitted to arbitration. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The arbitrator's decision shall be binding on both parties.

ARTICLE IX

DISCIPLINE

A) No employee may be disciplined except for just cause.

B) All employees hired during the term of this agreement shall receive a probationary period of One Hundred and Twenty (120) days from the date of hire. During this probationary period the Township reserves the right to discharge a probationary employee for any reason. Any employee so discharged shall not have recourse to the grievance procedure set forth in this agreement. The probationary period may be extended at the sole discretion of the Director or Business Administrator for an additional period of thirty (30) days.

ARTICLE X

HEALTH INSURANCE/MALPRACTICE

A. The Township shall provide a Point of Service (POS) #85197-55, or equivalent, basic and major medical and hospitalization coverage and prescription, vision, and dental coverage. The Township may change the carrier for this coverage without negotiations, provided the same level of coverage is maintained or the level of coverage is raised.

B The Township shall provide an optional Preferred Provider Organization (PPO) as follows:

	<u>Proposed Blue Card PPO Plan</u>	
	<u>In Network</u>	<u>Out of Network</u>
<u>Deductible</u>		
Hospital/Facility	None	\$300/\$600
Professional	None	\$300/\$600
Supplemental	\$300/\$600	
<u>Coinsurance</u>		
Hospital/Facility	100%	80%
Professional	100%	80%
Supplemental	80%	
<u>Catastrophic Limit</u>		
Hospital/Facility	None	\$5,000/\$10,000
Professional	None	\$5,000/\$10,000
Supplemental	\$5,000/\$10,000	
<u>Maximum</u>		
Benefit Period	Unlimited	
Lifetime	Unlimited	
<u>Hospital/Facility Services</u>		
Inpatient Services	100%	80% after deductible
Outpatient Services	100%	80% after deductible
<u>Physician Services</u>		
Inpatient Services	100%	80% after deductible
Outpatient/Out of Hospital	100%/\$20 Co-pay	80% after deductible

- C. The Township agrees to provide clinic professional liability insurance for all bargaining unit members of \$1,000,000 for each medical incident, and \$3,000,000 annual aggregate.
- D. Effective upon the signing of this contract there shall be a fifteen dollar \$15.00 co-pay for name brand drugs and a five dollar \$5.00 co-pay for generic drugs. On first prescription of a maintenance drug there shall be a 34 day supply with a single co-pay in accordance with the amounts above. On subsequent refills of maintenance drugs the prescription shall be limited to a supply of 90 days and the employee shall be responsible for a single co-pay in accordance with the amounts above.
- E. Employees who work in a full-time or permanent part-time position with the Township for twenty-five (25) years shall retain the same health benefits (subject to any change which may occur pursuant to sub section A above) when they retire, at no cost. Any retiree attaining the age of sixty-five (65), and qualified, must enroll into Part A and Part B of Medicare. While the Township will continue to pay for a retiree's benefits, the Township will not be liable for, nor reimburse a retiree for, Medicare premiums.
- F. Any employee who is eligible to receive medical benefits under this agreement may voluntarily elect to decline or reduce the medical insurance coverage provided by the Township. The employee has the option to decline coverage in its entirety or eliminate his/her number of members covered (i.e. family coverage to single coverage, or husband and wife) to a lower coverage status than the maximum provided. If the employee elects to reduce said

coverage provided by the Township, the employee shall receive fifty (50%) of the difference between the original coverage premium under COBRA and the new coverage premium for the period of time that the employee received the reduced coverage and which shall not be less than twelve (12) consecutive months. The employee may return to previous coverage status by providing the Business Administrator with written notice at least ninety (90) days prior to the open enrollment period. Notice of the open enrollment period shall be sent to each employee with their paycheck.

G. Employees who work for the Township of Edison in a permanent capacity for twenty-five (25) full years shall retain the same health benefits provided for in this Article and coverage for the employee's surviving spouse in case of death of the retired employee.



ARTICLE XI

HOLIDAYS

The following are hereby designated as holidays:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
General Election Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve Day - (½ day)  
Christmas Day  
New Year's Eve Day - (½ day)

ARTICLE XII

PERSONAL DAYS

The employee is entitled to a total of no more than four (4) personal days with pay for the transaction of personal business. Prior notice of forty-eight (48) hours to the Department Head and written approval is required.

ARTICLE XIII

VACATIONS

1. The Public Health Nurses shall be granted the following annual leave for vacation purposes with pay effective January 1:

Length of Employment

Vacation Leave

- |    |  |   |
|----|--|---|
| a. | From the beginning of employment to end of first calendar year.  | One (1) working day for each calendar month, not to exceed 10 working days.                                       |
| b. | From the beginning of the next full calendar year (the first full calendar year of employment) to end of fifth calendar year.  | Ten (10) working days.  |
| c. | From the beginning of the sixth calendar year to end of the ninth calendar year.   | Fifteen (15) working days.  |
| d. | From the beginning of the tenth calendar year to eleventh calendar year.   | Twenty (20) working days.   |
| e. | For each additional year after eleven years, one additional vacation day to a maximum of 30. All employees hired prior to January 1, 1996, who have earned, as of December 31, 1999, more than 30 vacation days shall be capped at the amount earned as of January 1, 2000. For employees hired after December 31, 1995, in addition to the provision of 1(a), 1(b) and 1(c) above shall receive vacation or |   |
|    | (1.)   | For the beginning of the tenth (10) calendar year to the fourteenth (14) calendar year- twenty (20) working days. |
|    | (2.)   | From the beginning of the fifteenth (15) calendar year- twenty-five (25) working days.                            |

2. All vacation leave must be taken in the calendar year of which it is earned unless by reason of pressure of business a Department Head requests an extension into the following year. Such request must be in writing and subject to final approval by the Business Administrator.

3. The first three months of employment shall be considered a probation period. Vacation and sick leave shall be earned but may not be taken until after a three-month period. Employees who are hired prior to the 16<sup>th</sup> of a month shall receive credit for that month toward vacation leave.

4. The vacation period shall be from January 1 to December 31 inclusive. Beginning the first calendar year of employment, such vacation leave shall be effective as of January 1, with this restriction: Any employee, who shall have been granted vacation leave for a calendar year and terminates employment before he has worked a total of twelve (12) months, shall have his last pay adjusted, as shall be determined by Director of Finance. The Director of Finance shall determine his deductions of a pro-rata basis. Employees who are hired before the 16<sup>th</sup> of the month shall receive credit for that month towards vacation leave.

5. The time of year of the vacation shall be determined by the Department Head with due regard for the wishes of the employee and particular regard for the personnel needs of the Department.

6. Vacation shall be so scheduled so as to obviate the need for temporary increase in personnel or overtime work by other personnel of the Department. Any changes in vacation schedules by the employees shall be permitted only by the permission of the head of the

department, and all requests shall be submitted in writing to the Department Head. Vacation periods within a Department shall be granted on the basis of seniority.

7. When in any calendar year the vacation, or any part thereof, is not granted by any reason of pressure of municipal business, such vacation periods or parts thereof, not granted shall accumulate and shall be granted during the succeeding year only. Written permission must be obtained by an employee for carry over of vacation leave into the next year prior to December 1 of the year vacation earned from the Department Head and approved by the Business Administrator. In determining all vacation leave, the years of service of such employment shall be used, and if such employment was not continuous, deductions shall be made for such length of time as an employee was not on the payroll.

8. Provision must be made by the Department Head so that no employee forfeits vacation leave because of limitation or accrual.

9. In the event that one or more municipal holidays fall within the vacation leave, such holidays shall be added to the employee's vacation.

10. An employee who has returned from an extended military leave or other extended leave of absence without pay, or has been re-employed or re-instated, shall be entitled during the calendar year in which he returns to the Township's service to a vacation based upon his previous length of service effective upon his return.

11. The Employer encourages all employees to take their vacations in periods of working weeks. This policy shall be adhered to except in exceptional cases. The practice of

taking vacation in periods of days or parts of days shall be strongly discouraged, and may only be granted at the discretion of the Department Director, provided that Departmental efficiency will not be unreasonably impaired.

12. All employees shall resume their duties on the day following termination of their scheduled vacation, except when a sufficient reason exists for the head of a department to grant an exception.

13. Vacation time accumulated is forfeited if at least ten (10) days notice of intention to terminate employment is not given in writing by the employee to his Department Head.

ARTICLE XIV

SICK LEAVE

1. Sick leave is defined to mean an absence from post of duty of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee.

In case of leave of absence due to a contagious disease, a certificate from the Division of Health shall be required. In case of death in the immediate family of the employee, any reasonable proof required by the Department Head shall be sufficient. In all of the above occurrences, any question as to their interpretation shall be the responsibility of the Business Administrator.

2. Each permanent employee of the nursing unit shall, in addition to his or her annual vacation leave with pay, be allowed sick leave herein after defined, with pay of no more than one working day of each month of service during the remainder of the first calendar year of service. After the first calendar year of service, all employees shall be allowed twelve (12) days sick leave per year. Such twelve (12) days shall be allowed as of January 1. Employees having accumulated one or more of their sick days credited for that year, will have the option to be paid their current rate of pay one day for accumulated sick days for the first 6 days then for every 2 accumulated sick days paid one sick day. As of December 31, 1999 employees no longer can carry over sick time to be paid. Sick time can be accumulated only for being sick. All sick time

accumulated through December 31, 1999 and not used will be reimbursed in full at the time of retirement or separation, at the then prevailing rate of pay.

3. Employees who are hired before the 16th of the month shall receive credit for that month toward sick leave.

4. No refund of vacation time shall be allowed due to illness incurred while on vacation leave.

5. Holidays and regular days off shall not be counted in computing sick leave.

6. Immediate family, for the purpose of this procedure, is interpreted to be the spouse, children, mother, father, brother or sister of the employee or his/her spouse's family living as a permanent member of the employee's household.

7. Any employee after two years of permanent service, who requires an extended absence due to personal illness or injury, shall be required to use 20 days of their sick time before being eligible for the Township's long term disability plan. After the twenty days have been taken, the employee then shall be paid 100% of his/her weekly salary during the illness or injury, which prevents the employee's return to work for a period not to exceed one year.



ARTICLE XV

JURY DUTY

An employee who is called for jury duty shall be paid from the Township for the scheduled working time lost. However, the employee shall be required to give prior notice of two weeks to the Township of employee's call for jury duty. Any remuneration for jury duty shall be paid to the Township.

All request for time off, including but not limited to Jury Duty, but excluding Sick Time will be submitted to the Supervisor and Department Director in Writing.

ARTICLE XVI

UNPAID LEAVE

The provisions of this Article are for the purpose of maintaining uninterrupted seniority during authorized periods of leave of absence.

Any employee may apply for a leave of absence without pay or other remuneration for a period not to exceed twelve (12) months in any calendar year, provided the employee shall make application in writing for such leave to the Township at least two (2) weeks prior to the date of such leave requested, except in the event of an emergency. Such leave shall be granted, provided operational and staffing levels are maintained.

An employee who takes employment elsewhere during an approved leave of absence shall be considered as having voluntarily resigned.

If an employee fails to report for work within three (3) working days following expiration of an authorized leave of absence and does not give satisfactory explanation for not returning, said employee shall be considered as having voluntarily resigned.

An employee who gives a false reason for obtaining a leave of absence shall be subject to discharge.

An employee who shall be required to attend military encampment or shall be called for National Guard duty shall be entitled to a leave of absence in accordance with applicable law.

In the event an unusual emergency arises, which might prevent the employee on leave from returning at the end of the leave, such employee may apply for an extension of such leave of absence. If said extension is granted, the employee will maintain his seniority.

## ARTICLE XVII

### BEREAVEMENT LEAVE

Employees will be granted four (4) days off with pay at the employee's straight time rate in the event of the death of the employee's spouse or child; and four (4) days in the event of the death of any other member of the immediate family defined as parent, grandparents, child, sister or brother, spouse or all step relatives of similar degree, and brothers, sisters, parents and grandparents of employee's spouse. The Township reserves the right to verify the legal relationship of the family member to the employee. Employees shall be granted one day off, the day of the funeral of any other relative. Such leave is subject to prior approval by the Department Head.

ARTICLE XVIII  
DISABILITY LEAVE

In the event that any employee of the Township of Edison shall incur an injury while performing his or her duties:

- a. The employee shall be transported to the nearest hospital or licensed physician, as the situation requires, for immediate examination and/or treatment.
- b. The employee's supervisor shall write and submit an accident report to the Department of Administration within twenty-four (24) hours.
- c. Refusal of immediate medical examination by the employee and/or treatment by a licensed physician of the staff of a licensed hospital shall absolve the Township from all responsibility and financial obligation.
- d. Self-inflicted injuries shall bar the employee from any and all benefits and compensation except emergency treatment. Self-inflicted injuries shall also constitute grounds for dismissal from Township employ.
- e. Upon assumption of compensation for an injured employee by the insurance carrier for the Township, it shall be by their determination upon the examination by a licensed physician or qualified hospital staff member appointed by the Edison Township Business Administrator as to when an employee is again able to perform his or her assigned duties.

- f. At such time, all compensation and benefits except medical examinations and treatments made necessary for the injury shall cease, and the employee shall report back to work.

ARTICLE XIX

WORKER'S COMPENSATION

The Township of Edison and its insurers shall pay all medical expenses arising out of injuries in performance of duties, as determined by the workers' compensation carrier and Township appointed physician in the event of a disagreement.

If the length of disability time is seven (7) days, or less, the injured employee shall be carried on the Township payroll and receive normal pay.

If the length of disability time be longer than seven(7) days, the Township shall provide such financial compensation as has been provided for, and at least of the amount required by law and for the length of time required, not to exceed the legal limit, provided the employee endorses any workmen's compensation checks back to the Township.

DEFINITION: Disability Time

Disability time shall be that period of time in which an employee is unable to return to work due to injuries received while performing his or her duties in the employ of the Township, subject to time limitations for public employees as provided by state law.

ARTICLE XX

LONGEVITY

Employees shall not be eligible for longevity payments.

ARTICLE XXI

RETIREMENT

- A. All employees are covered by the Public Employees Retirement System. Rate is determined by age and the Division of Pensions, Trenton, New Jersey.
  
- B. Full time employees hired, who are continuously employed by the Township for Ten (10) years or more and who have not been terminated for cause shall be paid the equivalent of twenty (20) working days salary upon retirement as a terminal leave benefit.



ARTICLE XXII

UNIFORMS, PROFESSIONAL LICENSES &

TUITION REIMBURSEMENT

A) An annual uniform allowance of \$750.00 will be provided to the nursing staff. The payment shall be made before January 31<sup>st</sup> of any calendar year. The uniform allowance shall be provided in a check separate from the employee's normal paycheck.

B) Employees covered under this agreement shall be reimbursed for the cost of all job related licenses with the approval of the Director or the Business Administrator.

C) All employees covered by this agreement shall be eligible to receive financial reimbursement for job related courses. All educational courses that are job related and that are successfully completed by a member of the bargaining unit shall be paid for by the Township in the amount per credit as charged by Rutgers University. Prior approval must be requested in writing thirty (30) days prior to registration to the Director and/or Business Administrator.

ARTICLE XXIII

CAR ALLOWANCE

A car allowance will be paid to all nurses using their personal cars in the performance of their duties. The per mile cost shall be determined annually by the allowance net by the IRS. The allowance rate will be effective the date of the signing of this contract and shall be applied prospectively. All mileage must be approved and certified by the Department Head.

ARTICLE XXIV

AUTHORIZED REPRESENTATIVE

Authorized Representatives of the Bargaining Unit, with notification to management, shall have the right to enter up on the premises of the Township for the purpose of bargaining negotiations and grievance procedure relative to enforcement of the final agreement reached, so long as such visits do not interfere with proper service to the public or ongoing workday schedule.

It is agreed that the Union will furnish to the Township a list of duly elected Stewards.

ARTICLE XXV

NON-DISCRIMINATION

The Township is committed to basing judgments concerning employees solely on their qualifications, abilities, and performance. Neither party to this Agreement shall discriminate against any employee because of race, sex, age, nationality, religion, marital status, handicap, political or Union affiliation. Any such discrimination may be pursued under the grievance provision of this Agreement.

## ARTICLE XXVI

### SENIORITY

1) Seniority shall be defined as the length of an employee's continuous service with the Township. The employee with the most continuous service shall have the greatest seniority and the employee with the least continuous service shall have the least seniority. Seniority shall be computed in years, months, and days from the date of last hire. Part-time employees who are regularly scheduled to work more than fifteen (15) hours per week shall accrue seniority on the same basis as full-time employees without regard to the number of hours such part-time employees are regularly scheduled to work. Part-time employees who work at least twenty-five (25) hours in any given week shall be entitled to all benefits provided under the Collective Bargaining Agreement during the period of time that they work a minimum of twenty-five (25) per week.

### 2) COMMENCEMENT OF SENIORITY

An employee's seniority shall commence after the completion of the employee's probationary period. Upon successful completion of the employee's probationary period, seniority shall be computed from the employee's date of last hire.

### 3) LAYOFF AND RECALL

The Township shall have the right to lay off employees in the following order: part-time employees, then full-time employees, regardless of seniority. In the event of any layoff, the

employee or employees with the least amount of seniority in the classification wherein the Township intends to effectuate a layoff shall be the first to be laid off. In the event that an additional employee or employees shall be needed in a particular classification, employees previously laid off within such classification shall be recalled by the Township in the inverse order in which such employee was laid off. Notwithstanding anything herein to the contrary, if an operation involves the necessity of employees to utilize various and sundry types of skills derived from differing education and experience, in the event of a layoff or other reduction in the work force, the Township shall have the right to lay off a more senior employee if the less senior employee who would otherwise be laid off within such classification shall be recalled by the Township in the inverse order in which such employee was laid off. Notwithstanding anything herein to the contrary, if an operation involves the necessity of employees to utilize various and sundry types of skills derived from differing education and experience, in the event of a layoff or other reduction in the work force, the Township shall have the right to lay off a more senior employee if the less senior employee who would otherwise be laid off, is able to perform the work necessary to the continued, efficient operation of the Agency, which work cannot be as ably performed by the more senior employee. Notification of such layoff shall be made to the Union Office one week in advance of said layoff.

4) LOSS OF SENIORITY

Notwithstanding any of the provisions of this Article, all seniority rights shall be lost, and an employee will be considered to have a break in (continuous) service, if any of the following conditions or circumstances occurs:

- a. an employee voluntarily quits.

- b. an employee is discharged.
- c. an employee has been laid off continuously for a period of six (6) months.
- d. an employee does not respond to recall after layoff within three (3) working days from the mailing of a recall notice sent by certified mail, return receipt requested, and regular mail, to the employee's last known address on the Township's payroll records advising the employee that work is available.
- e. an employee fails to report for work at the expiration of a leave of absence.
- f. if an employee is absent from work for three (3) consecutive days without notifying the Township. In the event an employee may be reinstated without loss of seniority by furnishing a reason for such failure satisfactory to the Township.

ARTICLE XXVII

MILITARY LEAVE

Any employee of the Township who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of any of the Armed Forces of the United States, and is required to engage in field training, shall be granted a military leave of absence with pay for the period of such training as is authorized by law. Such leave of absence shall be in addition to vacation.



## ARTICLE XXVIII

### POSTING OF BARGAINING UNIT POSITION

In the event the Township intends to fill a bargaining unit job or creates a new job which would be applicable to the bargaining unit, the Township shall post notice of such available position and employees may apply for such position as follows:

a. The Township shall post a notice of such available position for five (5) working days on the Bulletin Board of the Agency. The Township shall provide the Union with a copy of such notice within twenty-four (24) hours of posting. An employee including those on leave or those who are ill desiring to apply for such positions shall notify the Township in writing within such time. The Township shall give careful consideration to all bargaining unit employees applying for the position as well as other persons who have made application. In making its decision, the Township shall award the position to the applicant who, in the opinion of the Township, is most able and qualified to perform the work. In the event that, in the opinion of the Township, there is no difference in the ability or qualifications of one or more such applications to perform the work, then the Township shall award the position to the bargaining unit employee with the greatest seniority. If the Union desires to submit the grievance procedure the question of whether any such decision of the Township is arbitrary, it may do so.

b. The successful applicant for the position, if a bargaining unit employee, must perform the job to the satisfaction of the Township within three (3) months after the date such position has been filled. Should the employee fail to perform the job to the satisfaction of the

Township, the employee may return to the employee's former job.

c. In the event the Township decides to create a new classification applicable to the bargaining unit, the Township shall notify the Union of any such position at least five (5) days before it posts a notice of such available position pursuant to posting article. At the time of notification that the Township has decided to create a new classification applicable to the bargaining unit, the Township shall also notify the Union of the minimum wage rate the Township has established for the new classification.

ARTICLE XXIX

EMPLOYER RIGHTS

A. The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right subject only to the limitations imposed by the language of this agreement in accordance with applicable laws and Department Rules and Regulations as follows:

1. To direct Employees of the Edison Health Department.
2. To hire, promote, transfer, demote, discharge, or take other disciplinary action against Employees.
3. To relieve Employees from duty because of lack of work or for other legitimate reasons.
4. To maintain efficiency of the municipal operations entrusted to them.
5. To determine the methods, means, and personnel by which such operations are to be conducted.
6. To take whatever actions may be necessary to carry out the mission of the municipality in situations or emergency.

B. The Union agrees that neither it or its members will engage in, encourage, sanction, support, or suggest any strike, work stoppages, slow downs, mass resignations, mass absenteeism or other similar actions which would involve suspension of, or interference with, the normal work of the municipality.

C. In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee

participating in these prohibited activities may be disciplined by the municipal employer.

ARTICLE XXX

UNION CONFERENCE DAYS

Union members or Union Officers, steward or designated by the Union to be assigned by the Union shall be granted a cumulative total of no more than four (4) days per calendar year shall be granted time off without loss of pay for the purpose of attending union conferences or conventions. The Union shall provide the Director of the Department no less than one week's notice of request without which such request will not be considered. Said request may be denied by the Department Director subject to the staffing level requirements necessary to thoroughly and efficiently provide services required of the Department; however, such request is not to be unreasonably denied.

Not more than one employee will be allowed four (4) days off for this purpose and a maximum of two (2) employees may be allowed up to two days each; however, the total number of days is not to exceed four (4) worker days off per calendar year. Ten (10) additional days shall be allowed during the term of this agreement to be used as necessary as "Union Conference Days"

The Township agrees to pay the employee 100% percent of the daily salary normally earned by the employee who is granted a Union Conference Day.

ARTICLE XXXI

DURATION OF THE CONTRACT

It is hereby agreed that this Agreement shall remain in full force and effect from January 1, 2011 until December 31, 2014. If the parties have not reached an agreement on or before the anniversary date, all the provisions of the Agreement shall remain in effect until a new agreement has been reached.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on this date

SEPT. 12, 2011.

**UNITED STEELWORKERS (USW)**

Leo W. Gerard  
Leo Gerard, President

Stan Johnson  
Stan Johnson, Secretary- Treasurer

Thomas Conway  
Tom Conway, Vice Pres., Admin.

Fredrick D. Redmond  
Fred Redmond, Vice Pres., Hum. Aff.

John B. DeFazio  
John B. DeFazio, Director, Dist. 10

Joseph B. Pozza III  
Joseph B. Pozza III, Sub-Dist. Director

Stephen J. Raysely  
Stephen J. Raysely, Staff Representative

**EDISON TOWNSHIP**

Antonia Ricigiano  
Antonia Ricigiano, Mayor

Reina Murphy  
Reina Murphy, Township Clerk

**LOCAL UNION COMMITTEE**

Elizabeth Rivera  
Elizabeth Rivera, President Local Union 1426

Joan Perrette  
Joan Perrette, Unit President Local Union 1426-01